

*Heather Leslie*  
v.  
*Redstone Federal Credit Union*

– AND –

*Beverly Macon, et al.*  
v.  
*Redstone Federal Credit Union*

**NOTICE OF PENDING CLASS ACTIONS AND PROPOSED SETTLEMENT**

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH REDSTONE FEDERAL CREDIT UNION (“DEFENDANT”) AND YOU WERE CHARGED AN OVERDRAFT OR NON-SUFFICIENT FUNDS FEE THAT WAS NOT REFUNDED BETWEEN MAY 5, 2014 AND JULY 1, 2021, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The United States District Court for the Northern District of Alabama has authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you don’t do anything, you will receive a payment from the Settlement Fund or forgiveness of Uncollected Fees so long as you do not opt out of or exclude yourself from the settlement (described in the next box).
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the settlement or "opt out." This means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you will receive a payment or forgiveness of Uncollected Fees and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

## **BASIC INFORMATION**

### **1. What are these lawsuits about?**

The lawsuits that are being settled are entitled *Heather Leslie v. Redstone Federal Credit Union*, Case No. 5:20-CV-00629-LCB and *Beverly Macon, et al. v. Redstone Federal Credit Union*, Case No. 5:21-CV-01682-LCB, both are pending in the United States District Court for the Northern District of Alabama. Each case is a “class action.” That means that the “Named Plaintiffs,” Tamela Hampton, Beverly Macon, and Savannah Garner, are acting on behalf of current and former members of Defendant who were assessed overdraft and nonsufficient funds (NSF) fees on certain transactions. The Named Plaintiffs have collectively asserted claims for breach of Defendant’s Account Agreement, breach of the implied covenant of good faith and fair dealing, and violation of Regulation E of the Electronic Fund Transfers Act.

The Named Plaintiffs’ complaints are posted on the settlement website ([www.lesliemaconsettlement.com](http://www.lesliemaconsettlement.com)) and contain all the claims asserted against Defendant. In the Leslie action, the Plaintiffs claim Defendant Redstone breached its own account agreement by assessing overdraft fees based on the available balance in member accounts. They also claim Redstone violated Regulation E of the Electronic Fund Transfer Act by assessing overdraft fees for debit card payments based on available balance in member accounts. In the Macon Action, Plaintiffs claim Redstone breached its own account agreement by charging overdraft and returned item (NSF) fees for overdraft check and ACH payments that were previously rejected due to insufficient funds.

Defendant does not deny that it charged the fees that the Named Plaintiffs are complaining about but contends that it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by the Named Plaintiffs or any Class Member.

### **2. Why did I receive this Notice of this lawsuit?**

You received this Notice because Defendant’s records indicate that you were charged one or more of the fees that are the subject of these actions. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

### **3. Why did the parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiffs’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Named Plaintiffs’ lawyers, known as Class Counsel, make this recommendation to the Named Plaintiffs. The Named Plaintiffs have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsels’ opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees that are being challenged in this case. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Named Plaintiffs’ claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these, and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

## WHO IS IN THE SETTLEMENT

### **4. How do I know if I am part of the Settlement?**

If you received this notice, then Defendant's records indicate that you are a Class Member who is entitled to receive a payment or forgiveness of Uncollected Fees.

## YOUR OPTIONS

### **5. What options do I have with respect to the Settlement?**

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement ("opt out" of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

### **6. What are the critical deadlines?**

There is no deadline to receive a payment. If you do nothing, then you will get a payment.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is July 14, 2023.

The deadline to file an objection with the Court is also July 14, 2023.

### **7. How do I decide which option to choose?**

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved, and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment or forgiveness of Uncollected Fees.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment or forgiveness of Uncollected Fees if the settlement is approved by the Court.

### **8. What has to happen for the Settlement to be approved?**

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why you received notice of the settlement. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for October 2, 2023, at 1:30 p.m.

## THE SETTLEMENT PAYMENT

### **9. How much is the Settlement and how much will I be paid?**

Defendant has agreed to create a Settlement Fund of \$3,700,000.00. In addition, Defendant has agreed to forgive certain Uncollected Fees, as defined in the Settlement Agreement, in an approximate amount of \$276,031.

As discussed separately below, attorneys' fees, litigation costs, and the costs paid to a third-party Settlement Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members as described in the Settlement Agreement.

**10. How much of the settlement fund will be used to pay for attorney fees and costs?**

Class Counsel will request their reasonable attorneys' fees and costs be awarded by the Court of not more than one-third of the Value of the Settlement (the Settlement Fund plus Uncollected Fees) or \$1,325,211. Class Counsel will also request that it be reimbursed for litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the case on a contingency basis, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

**11. How much will my payment be?**

The balance of the Settlement Fund after attorneys' fees and costs and the Settlement Administrator's fees will be divided among all Class Members in accordance with the formulas outlined in the settlement agreement. Current members of Defendant will receive a credit to their accounts for the amount they are entitled to receive, without having to take any action. Former members of Defendant shall receive a check from the Settlement Administrator, without having to take any action. Current and former members of Defendant who incurred Uncollected Fee shall automatically have such fees waived and forgiven.

**12. Do I have to do anything if I want to participate in the Settlement?**

No. If you received this Notice, then you will be entitled to receive a payment or forgiveness of charged off fees unless you choose to exclude yourself from the settlement, or "opt out."

**13. When will I receive my payment?**

The Court will hold a Fairness Hearing on October 2, 2023, at 1:30 p.m. to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made, or credits should be issued within about 40 to 60 days after the settlement is approved. However, if someone objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**14. How do I exclude myself from the settlement?**

If you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or "opt out."

To opt out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say "I hereby elect to be excluded from the settlement in the *Leslie v. Redstone* and *Macon v. Redstone* class actions." Be sure to include your name, address, telephone number, and email address. Your exclusion or opt out request must be postmarked by July 14, 2023, and sent to:

Heather Leslie v. Redstone Federal Credit Union  
- AND -  
Beverly Macon, et al. v. Redstone Federal Credit Union  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

**15. What happens if I opt out of the settlement?**

If you opt out of the settlement, you will not give up any of your rights to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

**16. If I exclude myself, can I obtain a payment?**

No. If you exclude yourself, you will not be entitled to a payment.

**OBJECTING TO THE SETTLEMENT**

**17. How do I notify the Court that I do not like the settlement?**

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the reasons why you object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable) and your signature.

All objections must be post-marked no later than July 14, 2023, and must be mailed to the Settlement Administrator as follows:

<p style="text-align: center;"><b>SETTLEMENT ADMINSTRATOR</b></p> <p style="text-align: center;">Heather Leslie v. Redstone Federal Credit Union &amp; Beverly Macon, et al. v. Redstone Federal Credit Union c/o Kroll Settlement Administration LLC PO Box 225391 New York, NY 10150-5391</p>
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**18. What is the difference between objecting and requesting exclusion from the settlement?**

Objecting is telling the Court that you do not believe the settlement or any part of it is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment or release claims you might have against Defendant as alleged in this lawsuit.

**19. What happens if I object to the settlement?**

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

## **THE COURT'S FAIRNESS HEARING**

### **20. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval or Fairness Hearing at 1:30 p.m. on October 2, 2023, at the United States District Court for the Northern District of Alabama, Northeastern Division, which is located at 101 Homes Avenue, Huntsville, AL 35801. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and expenses.

### **21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

### **22. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 17, above, the statement, "I hereby give notice that I intend to appear at the Final Approval Hearing."

## **THE LAWYERS REPRESENTING YOU**

### **23. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Class Members.

### **24. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel's fees and costs, as approved by the Court, will be paid by out of the Settlement Fund.

### **25. Who determines what the attorneys' fees will be?**

The Court will be asked to approve the amount of Class Counsel's attorneys' fees at the Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Settlement Administrator, or by reviewing it at the Records Department of the District Court for the Northern District of Alabama, Northeastern Division, which is located at 101 Homes Avenue, Huntsville, AL 35801.

## **GETTING MORE INFORMATION**

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [www.lesliemaconsettlement.com](http://www.lesliemaconsettlement.com) or at the Office of the Clerk of the United States District Court for the Northern District of Alabama, Northeastern Division, which is located at 101 Homes Avenue, Huntsville, AL 35801, by asking for the Court file containing the Motion For Preliminary Approval of Class Settlement (the Settlement Agreement is attached to the motion).

For additional information about the settlement and/or to obtain copies of the Settlement Agreement, you should contact the Settlement Administrator as follows:

Heather Leslie v. Redstone Federal Credit Union  
& Beverly Macon, et al. v. Redstone Federal Credit Union  
c/o Kroll Settlement Administration LLC  
PO Box 225391  
New York, NY 10150-5391

For more information, you also can contact the Class Counsel as follows:

<p>Arthur M Stock MILBERT COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 800 Gay Street, Suite 1100 Knoxville, TN 37929 865-247-0080 865-522-0049 astock@milberg.com</p>	<p>Jeffrey D Kaniel Sophia Goren Gold KALIEL GOLD, PLLC 1100 15th Street, Washington, DC 20005 202-350-4783 202-871-8180 jkaniel@kalielgold.com sgold@kalielgold.com</p>
<p>Frank Jerome Tapley Hirlye Ray Lutz, III Leila H. Watson CORY WATSON, P.C. 2131 Magnolia Avenue, Suite 200 Birmingham, AL 35205 205-328-2200 205-324-7896 jtapley@corywatson.com rlutz@corywatson.com lwatson@corywatson.com</p>	<p>Ryan P McMillan GREG COLEMAN LAW PC 800 Gay Street, Suite 1100 Knoxville, TN 37929 865-247-0080 865-522-0049 rmcmillan@milberg.com</p>
<p>Gregory Allen Reeves THE REEVES LAW FIRM 232 Moulton St. E Decatur, AL 35601 256-355-3311 877-777-1965 greg@reeveslaw.net</p>	

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***